



**Carlos Jackson**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**AGENDA  
FOR THE REGULAR MEETING OF THE  
LOS ANGELES COUNTY HOUSING COMMISSION  
WEDNESDAY, JULY 27, 2005  
12:00 NOON  
24925 WALNUT STREET  
LOMITA, CALIFORNIA 90717  
(310) 534-6843**

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1. **Call to Order**
2. **Roll Call**

**Henry Porter, Jr., Chair**  
**Lynn Caffrey Gabriel, Vice Chair**  
**Severyn Aszkenazy**  
**Philip Dauk**  
**Sharon M.Y. Lowe**  
**Andrew Nguyen**

3. **Reading and Approval of the Minutes of the Previous Meeting**  
Regular Meeting of June 22, 2005
4. **Report of the Executive Director**
5. **Staff Presentation:**  
Legislative Update – Tricia Tasto
6. **Public Comments**

The public may speak on matters that are within the jurisdiction of the Housing Commission. Each person is limited to three minutes.

## **Regular Agenda**

**7. Amendment No. 1 to Construction Contract for Site and Dwelling Structure Improvements at the West 107<sup>th</sup> Street Family Housing Development (2)**

Recommendation: Recommend approval of the Housing Authority to find that Amendment No. 1 to the Construction Contract between the Housing Authority and M.L. Construction for site and dwelling structure improvements at the West 107<sup>th</sup> Street family housing development, located at 1320 West 107<sup>th</sup> Street, in unincorporated Los Angeles County, is exempt from the California Environmental Quality Act (CEQA), as described herein, because the additional work involved includes activities that will not have the potential for causing a significant effect on the environment; authorize the Executive Director of the Housing Authority to execute Amendment No. 1 to the Construction Contract between the Housing Authority and M.L. Construction, and all related documents, to increase the compensation amount by \$150,000, from \$650,283 to \$800,283, to provide additional scope of work due to the discovery of mold during construction. (APPROVE)

**8. Approve Memoranda of Understanding with the Cities of Bellflower and Paramount for Investigative Services (4)**

Recommendation: Recommend approval and authorize the Executive Director of the Housing Authority to execute the attached one-year Memoranda of Understanding (MOUs) with the cities of Bellflower and Paramount, presented in substantially final form, under which the Housing Authority will receive \$25,000 from each city to provide Section 8 Program investigative services within Bellflower and Paramount, to be effective following approval as to form by County Counsel and execution by all parties. (APPROVE)

**9. Approve Revised 2005 Meeting Schedule**

**10. Housing Commissioner Comments and Recommendations for Future Agendas.**

Housing Commissioners may provide comments or suggestions for future Agenda items.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Housing Authority's main office located at 2 Coral Circle in the City of Monterey Park. Access to the agenda and supporting documents is also available on the Housing Authority's website.

Agendas in Braille are available upon request. American Sign Language (ASL) interpreters, or reasonable modifications to Housing Commission meeting policies and/or procedures, to assist members of the disabled community who would like to request a disability-related accommodation in addressing the Commission, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent possible. Please contact the Executive Office of the Housing Authority by phone at (323) 838-5051, or by e-mail at [Marisol.Ramirez@lacdc.org](mailto:Marisol.Ramirez@lacdc.org), from 8:00 a.m. to 5:00 p.m., Monday through Friday.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

MINUTES FOR THE REGULAR MEETING OF THE

LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, June 22, 2005

The meeting was convened at the Housing Authority's main office at 2 Coral Circle, Monterey Park, California 91755.

Digest of the meeting. The minutes are being reported seriatim. A taped record is on file at the main office of the Housing Authority.

The meeting was called to order by Chair Henry Porter, Jr. at 12:20 p.m.

**ROLL CALL**

	<b><u>Present</u></b>	<b><u>Absent</u></b>
Severyn Aszkenazy	X	
Philip Dauk		X
Lynn Caffrey Gabriel	X	
Sharon M.Y. Lowe	X	
Andrew Nguyen	X	
Henry Porter, Jr.	X	

**PARTIAL LIST OF STAFF PRESENT:**

Bobbette Glover, Assistant Executive Director  
Rebecca Craigo, Director, Assisted Housing Division  
Marie Quon-Hom, Assistant Director, Assisted Housing Division  
Jim Becker, Manager, Assisted Housing Division  
Maria Badrakhn, Director, Housing Management Division  
Carolina Romo, Manager, Housing Management Division  
Emilio Salas, Director, Administrative Services  
Tomas Lopez, Legal Consultant, Housing Management Division

**GUEST PRESENT:**

Mark Steres, Housing Authority Special Counsel  
Eric Young, Principal Deputy, County Counsel

### **Reading and Approval of the Minutes of the Previous Meetings**

On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy, the Minutes of the Regular Meeting of May 25, 2005, were approved.

### **Agenda Item No. 4 - Report of the Executive Director**

This report was presented by Bobbette Glover with staff participation.

Bobbette Glover announced that the Board of Supervisors has appointed Dora Nowden as Housing Commissioner representing the Section 8 Program. Ms. Nowden will attend the July 27 meeting.

The joint UCLA-Housing Authority project to provide community services at the site located at 105<sup>th</sup> and Normandie in unincorporated Los Angeles has been terminated by the university. The safety of students working in a high crime area was cited as the primary reason for ending the project. Other options for the site are being explored.

The location of the June 22 meeting was changed to the Housing Authority's main office to accommodate members of the public who might wish to attend and comment on the proposed amendments to the Public Housing Lease Agreement. The July meeting will be held at Lomita Manor and the August meeting will be held at Francisquito Villa.

### **Agenda Item No. 5 - Staff Presentations**

**Update on West Nile Virus** - Marcie Miranda reported that in May and June staff training was conducted by the San Gabriel Valley Mosquito and Vector Districts and by the West Los Angeles Mosquito Control District. An information session was also held with the Resident Council Forum in June. Multilingual information is being shared during annual recertifications and at other resident meetings.

**Disabled Access and ADA Compliance** - Mary Douglas and Robert Romanowski reported on the status of concerns raised by Carmelitos residents: 1) the pothole in parking lot 15 has been filled, staff will evaluate other parking lots and fill holes as necessary, and repaving of the parking lots will occur within the next five years, as funding permits; 2) the holes in lawns and grassy areas have been filled; and 3) within 90 days paths leading to mailboxes, offices and other common areas will be widened to ensure wheelchair accessibility.

**Cable Installation at Nueva Maravilla** - Arlene Black reported that cable installation is ahead of schedule. The cable company will conduct meetings with residents in June about the services that will be available in July.

**Agenda Item No. 6 – Public Comments**

No members of the public were in attendance.

**Regular Agenda**

**On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy, Commissioner Lowe abstaining and Commissioner Nguyen voting against the item, the following was approved by the majority of the Housing Commission:**

**ADOPT A RESOLUTION APPROVING THE HOUSING AUTHORITY'S AMENDMENT  
TO THE PUBLIC HOUSING LEASE AGREEMENT (ALL DISTRICTS)  
AGENDA ITEM NO. 7**

1. Recommend that the Board of Commissioners adopt and instruct the Chair to sign the attached Resolution approving the Housing Authority's Amendment to the Public Housing Lease Agreement (Lease Agreement), to incorporate new policies and procedures for the administration of the Conventional Public Housing Program.
2. Recommend that the Board of Commissioners authorize the Executive Director of the Housing Authority to take all necessary actions to implement the attached Amendment to the Lease Agreement, effective on the date of Board approval.

**On Motion by Commissioner Aszkenazy, seconded by Commissioner Lowe and unanimously carried, the following was approved by the Housing Commission:**

**AWARD ONE-YEAR AGREEMENTS TO PROVIDE MISCELLANEOUS BUILDING  
MATERIALS AND MAINTENANCE SUPPLIES (ALL DISTRICTS)  
AGENDA ITEM NO. 8**

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute one-year Miscellaneous Building Materials and Maintenance Supplies Agreements (Agreements) with the 12 vendors identified in Attachment A, using the form of the attached Agreement, to provide miscellaneous building materials and maintenance supplies on an as-needed basis, to be effective following approval as form by County Counsel and execution by all parties, and to use for this purpose a maximum aggregate amount of \$900,346 in Conventional Public Housing Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), included in the Housing Authority's approved Fiscal Year 2005-2006 budget.

2. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the one-year Agreements, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments, at the same yearly aggregate amount, using funds to be included in the Housing Authority's approved budgets through the annual budget process.
3. Recommend that the Board of Commissioners authorize the Executive Director to increase the Agreements each year by a maximum aggregate of \$90,035, using the same source of funds described above, for unforeseen needed building materials and maintenance supplies, and to incorporate the funds into the Housing Authority's approved budgets, as needed.

Prior to Approval

A recommendation was made to revise the language in the Board Letter attachment to clarify that Scotch Paint Corporation will only supply paint accessories, not paint.

**On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy and unanimously carried, the following was approved by the Housing Commission:**

APPROVE AGREEMENT FOR THE PURCHASE OF INTERIOR PAINT FOR  
MAINTENANCE OF HOUSING AUTHORITY PROPERTIES (ALL DISTRICTS)  
AGENDA ITEM NO. 9

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute an Agreement for the Purchase of Interior Paint, and all related documents, with the Pervo Paint Company, in an amount not to exceed \$222,180, for the purchase of approximately 15,000 gallons of interior paint, to be requisitioned on an as needed basis over a three-year period, to maintain 73 housing developments located throughout Los Angeles County.
2. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$40,024 in Conventional Public Housing Program funds and \$34,036 in Capital Fund Program funds, both allocated by the U.S. Department of Housing and Urban Development (HUD), for the first year of the Agreement, and \$74,060 each for the second and third years of the Agreement, using funds to be approved through the annual budget process.

**On Motion by Commissioner Gabriel, seconded by Commissioner Lowe and unanimously carried, the following was approved by the Housing Commission:**

**ACCEPT RESIDENT OPPORTUNITIES AND SELF-SUFFICIENCY RESIDENT  
SERVICE DELIVERY MODELS PROGRAM FUNDS FROM THE U.S. DEPARTMENT  
OF HUSING AND URBAN DEVELOPMENT (ALL DISTRICTS)  
AGENDA ITEM NO. 10**

1. Recommend that the Board of Commissioners authorize the Executive Director to accept from the U.S. Department of Housing and Urban Development (HUD) a \$350,000 grant of Resident Opportunities and Self-Sufficiency Resident Service Delivery Models Program (ROSS Program) funds to implement a three-year employment training, placement, and supportive services program to promote self-sufficiency for up to 1,628 low-income families who reside at the 49 conventional public housing sites identified in Attachment A.
2. Recommend that the Board of Commissioners authorize the Executive Director to execute all documents required for receipt of the grant, and to incorporate the funds into the Housing Authority's approved 2005-2006 Fiscal Year budget.
3. Recommend that the Board of Commissioners authorize the Executive Director to prepare and execute contracts with multiple community organizations and service providers, and to fund a program coordinator position for up to three years, in a combined total amount not to exceed \$350,000 from ROSS Program funds, to assist in implementation of the ROSS Program, in accordance with HUD requirements, following approval as to form by County Counsel.

**Agenda Item No. 11 - Housing Commissioner Comments and Recommendations  
for Future Agenda Items**

The following items were suggested for a future agenda: 1) Report on outreach to encourage use of services available under the new ROSS grant; 2) Report on efforts to re-involve Family Self Sufficiency alumni in ongoing activities; 3) Report on summer activities available to children at Nueva Maravilla; 4) Report on education of Section 8 landlords on recent court decision requiring landlords to provide 90-day notice to terminate Section 8 tenancy regardless of whether or not the property is in a rent control jurisdiction; 5) Report on Americans with Disabilities Act (ADA) compliance at Housing Authority sites.

The next scheduled meeting of the Housing Commission will be held at Noon on Wednesday, July 27, 2005, at the Lomita Manor housing development located at 24925 Walnut Street, City of Lomita 90717.



On Motion by Commissioner Aszkenazy, the Regular Meeting of June 22, 2005, was adjourned at 2:07 p.m.

Respectfully submitted,

*for* Bobbette A. Glaver  
CARLOS JACKSON  
Secretary -Treasurer

**Housing Authority - County of Los Angeles**

**FOR YOUR INFORMATION ONLY**

July 27, 2005

TO: HOUSING COMMISSIONERS  
FROM: BOBBETTE GLOVER, Assistant Director

**SUBJECT: OUTREACH FOR THE ROSS GRANT PROGRAM**

In April of 2005, HUD awarded the Housing Authority \$350,000 in funding for the Resident Opportunities and Self Sufficiency Resident Service Delivery Models Program (ROSS Program) 2004 Family Grant. The Family ROSS grant allows the Housing Authority to implement a three-year employment training, placement and supportive services program. The grant is designed to promote self-sufficiency for up to 1,628 low-income families who reside at the 49 conventional public housing sites.

The outreach for the Resident Opportunities and Self-Sufficiency (ROSS) 2004 Family Grant will entail the following methods:

- ROSS informational flyers will be posted around the sites in the Family Learning Centers and Family Resource Centers.
- Students participating in Service-Learning at the sites will assist staff with outreach efforts.
- Resident Counsel members will also assist with outreach by organizing door-to-door flyer distribution.
- Announcements will be made at Quarterly RC Forums.
- Partners will assist in outreach through program participants, brochures and/or flyers and orientations meetings.

Outreach methods will be reviewed on a quarterly basis to determine effectiveness and for purposes of future planning.

BG:EK:ajm:outreach

**Housing Authority - County of Los Angeles**

**FOR YOUR INFORMATION ONLY**

July 8, 2005

TO: Housing Commissioners

FROM: Rebecca L. Craig, Director  
Assisted Housing Division

**SUBJECT: FAMILY SELF-SUFFICIENCY (FSS) GRADUATE "RE-INVOLVEMENT"  
INQUIRY**

FSS has hosted group meetings to disseminate information and encourage families to actively participate in the program to help them successfully complete their self-sufficiency goals. FSS graduates were invited as guest speakers to attend these meetings. Invitations are issued to graduates who, upon graduating from the FSS program, signed a release agreeing to share their personal achievements with others. FSS takes the opportunity during these meetings to motivate participants toward successfully completing their goals. The group meetings are mandatory and are approximately 2 hours in length.

Since January 2005, FSS has held three group meetings. Although FSS representatives contacted graduates to speak at one of the three meetings, they were unsuccessful in securing graduates as guest speakers for any of the three meetings due to conflicts with graduates' work schedules and/or travel distance from graduate's location to the meetings.

While the majority of graduates request not to be contacted, FSS currently has consents from 5 recent graduates that we may contact for future meetings. Aside from having guest speakers, FSS continues to motivate participants with recent graduate success stories and many resourceful referrals that will assist them in achieving their future successes.

At this time FSS does not offer a mentoring program for our graduates nor do we know of any agencies that provide such services. However, FSS will continue to provide supportive referrals for our graduates.

Please call me at (562) 347-4880 if you have any questions.

RLC:dt

Commissionf-upfor62205.update1

**Housing Authority - County of Los Angeles**

July 27, 2005

**FOR YOUR INFORMATION ONLY**

TO: Housing Commission

FROM: Rebecca L. Daigo, Director  
Assisted Housing Division

RE: **THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

**FSS Information**

For the month of June, FSS assisted 3 families compile a list of accomplishments to request to graduate from the FSS program. The 3 families have been approved for graduation and will be receiving their FSS escrow checks in July 2005. FSS provided bus passes to 3 working families to assist with their commute to work or school.

FSS provided property rental listings to 2 separate families in order to assist them in locating a unit. One family was successful in locating a unit; the other family is pending approval for a unit.

FSS met with the Community Development Foundation (CDF) Healthy Lifestyles Initiative program Coordinator, to discuss plans for the *2<sup>nd</sup> Annual Maravilla Junior Olympics*. FSS was informed that the Healthy Lifestyles Initiative programs were currently organizing a focus group with the youth at Maravilla to examine what activities are needed. FSS volunteered to take part in the focus group scheduled for August, 2005. FSS families will be invited to take part in an event that will instill a sense of healthier lifestyles for children by engaging them in sport activities. The event also creates awareness through community sponsors on diabetes, exercising properly, diets, and health examinations.

**Graduates**

There were no graduates this month. The total number of graduates to date is 135.


If you have any questions, please call me at (562) 347-4880.

RLC:MF:CL:dt  
Commissionreport06051

**Housing Authority - County of Los Angeles**

**FOR YOUR INFORMATION ONLY**

July 27, 2005

TO: HOUSING COMMISSIONERS  
FROM: BOBBETTE GLOVER, Assistant Executive Director   
SUBJECT: SUMMER ACTIVITIES AT NUEVA MARAVILLA/EAST COUNTY

At the June 22, 2005 Housing Commission meeting, Commissioner Nguyen expressed a concern regarding the lack of activities for the youth to participate in during the summer months. Below is a list of activities that are ongoing during the summer for residents to participate in.

- Family Learning Center - Monday – Friday, 8:30 a.m. - 5:30 p.m. Offers reading, after school homework assistance, etc. Adult Computer classes on Mon. & Wed. (pre-enrollment required).
- Family Resource Center – Summer hours are Monday – Friday, 8:00 a.m. - 5:00 p.m. Offers case management, parenting classes (fall & spring), youth groups, field trips for those enrolled in the program.
- Juvenile Justice Crime Prevention Act (JJCPA) Program - Monday – Friday, Hours vary between 7:00 a.m. - 7:00 p.m. Offers case management, home & school visits, field trips for program participants.
- Casa de la Esperanza (Seniors) Monday – Friday, 8:30 a.m. - 5:30 p.m. Offers socialization groups, arts & crafts, bingo, trips to pool at Belvedere Park, etc. Calendars posted in every building at Rosas.
- Casa Maravilla Teen Center – Monday – Friday. Open in the afternoons for basketball, softball, games, etc.
- 2005 East Los Angeles Summer Beach Bus to Santa Monica Beach – Saturdays and Labor Day, June 25 – September 5, 2005. Offered by Supervisor Gloria Molina, bus leaves from Civic Center/Belvedere Park. Fare is \$1 each way for adults and children, and .50 each way for Seniors over 62 yrs. Information available at the Nueva Maravilla Management office.

Calendars for all activities offered are posted in the display case in the Community Center. Other opportunities are advertised in a flyer and are always posted in the Nueva Maravilla management office lobby display case. Also, during the recruitment of a new program or to advertise a large event that is open to the entire community, flyers are delivered door to door.

**Housing Authority - County of Los Angeles**

**FOR YOUR INFORMATION ONLY**

July 11, 2005

To: Housing Commissioners

From: Rebecca L. Craig, Director, Assisted Housing Division

**SUBJECT: 90 DAY NOTICE TO TERMINATE SECTION 8 TENANCY**

At the last Commission meeting a discussion surfaced regarding the recent California Supreme Court case about Civil Code 1954.535. This Civil Code section applies to landlords participating with a governmental agency that provides for rent limitations to a qualified tenant. The Housing Choice Voucher program falls under this category. Under this provision, when a landlord terminates a tenant lease without cause, the tenants who were receiving assistance, must be given at least 90 days written notice. The section goes further to state that the tenant is not obligated to pay more than the tenant's portion of the rent for 90 days following the receipt of the notice.

The California Supreme Court's ruling on Wasatch Property Management v. Degrate ruled that Civil Code section 1954.535's provision for "90 days" notice was applicable in either rent control or non-rent control jurisdictions. The landlord had argued that the 90-day provision was only applicable in rent control jurisdictions.

This information was first provided to landlords participating in the HCV program when it became law in January 2000, and we will continue to provide information affecting them.

If you have any questions, please call me at (562) 347-4880.

RLC:dt  
90daymemotocommissioners

ATTACHMENT

**BROWN, WINFIELD & CANZONERI**  
INCORPORATED

**ATTORNEYS AT LAW**

CALIFORNIA PLAZA  
300 SOUTH GRAND AVENUE, 15<sup>TH</sup> FLOOR  
LOS ANGELES, CALIFORNIA 90071-3125

TELEPHONE: (213) 687-2100

FACSIMILE: (213) 687-2149

WWW.BWCLAW.COM

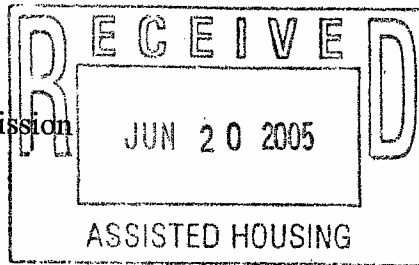
WAYNE S. GRAJEWSKI  
JULIE R. BEATON  
ARTHUR J. LETTENMAIER  
JEANNETTE R. PISANO  
AIMEE Y. WONG  
DIANN D. ALEXANDER  
MICHAEL H. WALLENSTEIN  
EMILY M. NELSON  
ADRIAN R. GUERRA  
TODD C. MOONEY  
A. PATRICIA KLEMIC  
MICHAEL R. UDELL  
JODY KNIGHT

OF COUNSEL  
LLOYD W. PELLMAN

J. KENNETH BROWN  
THOMAS F. WINFIELD III  
ANTHONY CANZONERI  
VICKI E. LAND  
JAMES C. CAMP  
STEVEN ABRAM  
DENNIS S. ROY  
MARK W. STERES  
C. GEOFFREY MITCHELL  
SCOTT H. CAMPBELL  
DONALD P. RIES  
EDWARD J. SZCZEPKOWSKI  
BRANT H. DVEIRIN  
JOHN H. HOLLOWAY  
BILL PHAM  
MICHAEL P. LEWIS  
CHRISTOPHER M. PISANO  
WENDY G. GLENN

June 15, 2005

Ms. Rebecca Craig  
Community Development Commission  
12131 Telegraph Road  
Santa Fe Springs, CA 90670



Re: **California Supreme Court Case**  
***Wasatch Property Management v. Degrate***  
**90-Day Notice to Terminate Section 8 Tenancy**

Dear Becky:

The California Supreme Court just issued the attached opinion finding that a landlord that terminates a tenant's lease without cause, and thereby terminating the HAP contract, must give the tenant 90 days' notice pursuant to Civil Code section 1954.535. The landlord in this case was arguing that the 90-day provision was only applicable in rent control jurisdictions. The California Supreme Court disagreed and ruled that the Civil Code provision for 90 days' notice was applicable in either rent control or non-rent control jurisdictions.

Civil Code section 1954.535 provides:

"Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract."

JUN 21 2005

Ms. Rebecca Craigo  
June 15, 2005  
Page 2

The California Supreme Court, however, did not rule on whether the 90-day notice set forth in Civil Code section 1954.535 was required when the landlord has *good cause* to terminate the tenancy because the tenant has breached the terms of the lease. The Supreme Court stated that because the landlord in this case served a 30-day notice to quit, not based on a breach of the lease, this issue was not in front of them and, therefore, the Court did not need to address whether the 90-day notice provision applied when the tenancy is terminated for good cause. It has been my opinion that Civil Code section 1954.535 only applies if the landlord terminates the tenancy without cause. Otherwise absurd results would occur, such as a tenant receiving a 90-day notice after the tenant fails to pay rent. But the courts have not yet ruled on this issue.

Call me if you wish to discuss this case further.

Sincerely,

A handwritten signature in black ink, appearing to be 'M. Steres'.

Mark W. Steres

MWS/sea  
Enclosure

cc: Ms. Bobbette Glover (w/o enclosure)



Trial Judge:  
Hon. Carl W. Holm

Counsel for Appellant:  
Arthur A. Park  
Sheila K. Robello

William L. Jacobson

Counsel for Respondent:  
Gerhard Stoll

## ORDER

*Application Granted*

Cite as 2005 DJDAR 6857

WISCONSIN  
v.  
RICHARD A. MOECK

04A1024  
U. S. Supreme Court  
Filed June 13, 2005

The application to stay the mandate of the Supreme Court of Wisconsin, case No. 2003AP2-CR, presented to Justice Stevens and by him referred to the Court is granted pending the timely filing and disposition of a petition for a writ of certiorari. Should the petition for a writ of certiorari be denied, this stay shall terminate automatically. In the event the petition for a writ of certiorari is granted, the stay shall terminate upon the issuance of the mandate of this Court.

## REAL PROPERTY

*Landlord seeking to terminate lease of  
low-income tenant with Section 8 benefits  
must provide 90 days' notice.*

Cite as 2005 DJDAR 6857

WASATCH PROPERTY MANAGEMENT,  
Plaintiff and Respondent,

v.

SYRIAH DEGRATE,  
Defendant and Appellant.

No. S112386  
Ct.App. 4/1 D039656  
San Diego County  
Super. Ct. No. CA775163  
California Supreme Court  
Filed June 13, 2005

The federal government, through the "Section 8" program, provides financial assistance to low-income tenants. (42 U.S.C. § 1437f.) We granted review to determine whether a landlord who terminates a tenancy agreement with a tenant receiving federal financial assistance through the Section 8 program (Section 8 tenant) is required by Civil Code section 1954.535 to give the tenant 90 days' notice if the property is not subject to a local rent control ordinance. We conclude that Civil Code section 1954.535 applies whether or not the property is subject to a local rent control ordinance, and that landlords must comply with the 90-day notice provision of section 1954.535 in order to terminate a tenancy agreement with a Section 8 tenant.

### I. FACTS AND PROCEDURAL HISTORY

Defendant Syriah Degrate, a Section 8 tenant, entered into a six-month tenancy agreement for an apartment in San Diego. The agreement began on May 1, 2000 and was to terminate on October 31, 2000, but would thereafter be renewed on a month-to-month basis. Degrate previously had entered into a one-year lease for this apartment.

On June 1, 2000, the owner of the apartment entered into a housing assistance payment contract (HAP contract) with the San Diego Housing Commission to receive funds provided to the local authority by the United States Department of Housing and Urban Development. (24 CFR §§ 982.451(a)(2), (b)(1).) The HAP contract provided that it "only appli[ed] to the household and unit" occupied by Degrate, and that the "contract terminates automatically if the lease is terminated by the owner or the tenant." An owner who receives such funds also enters into a rental agreement with the Section 8 tenant (tenancy agreement), under which the tenant agrees to pay the balance of the rent due. (24 CFR § 982.515.)

On January 31, 2001, plaintiff Wasatch Property Management served Degrate with a "Notice of Termination of Tenancy" that stated, in pertinent part, that "[t]he owner is electing not to renew your lease and you are being served with this NOTICE pursuant to Title 42 United States Code Section 1437f(d)(1)(B)ii." The notice directed Degrate to vacate the unit on March 2, 2001.

Degrate did not vacate the premises on March 2, 2001 as ordered by the notice of termination. On March 5, 2001, Wasatch filed an unlawful detainer complaint in San Diego County Superior Court. The superior court entered

judgment in favor of Wasatch, and denied a motion by Degrate to vacate the judgment, holding that Civil Code section 1954.535<sup>1</sup> applies only in jurisdictions that have enacted rent control ordinances.<sup>2</sup>

The parties appealed the judgment to the appellate division of the superior court, which held that section 1954.535 applies only in rent-controlled jurisdictions, but reversed the trial court's judgment because Wasatch had not provided Degrate with notice of good cause to terminate the lease, as required by the lease and the HAP contract.

The appellate division of the superior court certified the case to the Court of Appeal, pursuant to California Rules of Court, rule 63. The Court of Appeal accepted certification and, in a published decision, held that: 1) the 90-day notice provision in section 1954.535 applies in all jurisdictions, including those without rent control ordinances; and 2) when a landlord terminates a tenancy agreement, thereby causing the termination of the HAP contract with the government agency, the 90-day notice provision of section 1954.535 applies. The Court of Appeal also held that the notice Degrate received was inadequate because the lessor failed to provide Degrate with notice of good cause to terminate her lease.

We granted review to clarify the proper interpretation of section 1954.535, and declined to review the Court of Appeal's alternate holding that the notice was inadequate for failure to show good cause to terminate the lease.

## II. DISCUSSION

A tenant may defend against an unlawful detainer action by asserting that the lessor has not provided proper notice of termination, as required by statute. (*Kwok v. Bergren* (1982) 130 Cal.App.3d 596, 599-600.) Generally, when a month-to-month tenancy is terminated without good cause, a lessor must provide the affected tenant with 30 days' notice. (§ 1946; see, e.g., *People ex rel. Dept. of Transportation v. Lucero* (1980) 114 Cal.App.3d 166, 173.) However, in certain instances, section 1954.535 alters the notice requirement by requiring a lessor to provide 90 days' notice of a lease termination.

Section 1954.535 requires that: "Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract."

### A. Applicability of Section 1954.535 in Jurisdictions Without Rent Control Ordinances

Wasatch contends that it was required to give Degrate only 30 days' notice of the termination of her tenancy, as prescribed by section 1946, rather than the 90-day notice required by section 1954.535, because the latter statute applies only in jurisdictions in which a public entity has enacted a residential rent control ordinance. However, nothing in the language of section 1954.535 suggests that it applies only in jurisdictions that have enacted rent control ordinances.

In ascertaining the meaning of a statute, we look to the intent of the Legislature as expressed by the actual words of the statute. (*People v. Snook* (1997) 16 Cal.4th 1210, 1215.) We examine the language first, as it is the language of the statute itself that has "successfully braved the legislative gauntlet." (*Halbert's Lumber, Inc. v. Lucky Stores, Inc.* (1992) 6 Cal.App.4th 1233, 1238.) "It is that [statutory] language which has been lobbied for, lobbied against, studied, proposed, drafted, restudied, redrafted, voted on in committee, amended, reamended, analyzed, reanalyzed, voted on by two houses of the Legislature, sent to a conference committee, and, after perhaps more lobbying, debate and analysis, finally signed 'into law' by the Governor. The same care and scrutiny does not befall the committee reports, caucus analyses, authors' statements, legislative counsel digests and other documents which make up a statute's 'legislative history.'" (*Ibid.*)

Examining the language of section 1954.535, it is apparent that the statute does not apply only in jurisdictions with rent control ordinances, but rather applies anywhere in the state "[w]here an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides" financial assistance, such as through the Section 8 program. (§ 1954.535.)

It appears that the Legislature deliberately decided not to limit the reach of section 1954.535 to rent-controlled jurisdictions. Not only is there no language within section 1954.535 that explicitly limits the reach of the statute to rent-controlled jurisdictions, but the same bill that added section 1954.535 to the Civil Code also amended section 1954.53 to include such an express restriction. Section 1954.53, subdivision (a)(1)(A), as amended, plainly limits its scope to a "jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit." Had the Legislature intended to also limit the scope of section 1954.535 in the same manner, it would have included similar language doing so. "[W]hen the Legislature has carefully employed a term in one place and has excluded it in another, it should not be implied where excluded." (*Brown v. Kelly Broadcasting Co.* (1989) 48 Cal.3d 711, 725, quoting *Ford Motor Co. v. County of Tulare* (1983) 145 Cal.App.3d 688; 2A Singer, Sutherland Statutes and Statutory Construction (6th ed. 2000) § 46:5.) Accordingly, we decline to interpret section 1954.535 to include a term limiting its application to rent-controlled jurisdictions.

Indeed, the legislative history of section 1954.535 suggests that the 90-day notice provision was meant to address issues of statewide concern. The Senate Judiciary Committee's comment on the proposed 90-day notice provision explained the purpose of the increased notice period as follows: "Proponents assert that the current requirement of 30 days notice is insufficient time for a Section 8 tenant to find replacement income and housing when the property [owner] decides to no longer accept Section 8 housing vouchers, thereby forcing the tenant to move. They assert that this proposal, requiring 90 days notice of the effective date of the landlord's termination or nonrenewal of a Section 8 agreement and freezing the tenant's rent for that period, does not impose an undue burden on the property owner. The only burden is to advise the affected tenants of the owner's decision 60 days earlier, thereby giving the affected tenants more time to prepare. This is fair, assert the proponents, given the tight market for low income housing and the unique relationship between the Section 8 tenant and his or her landlord." (Sen. Com. on Judiciary, Analysis of Sen. Bill No. 1098 (1999-2000 Reg. Sess.) as amended Apr. 7, 1999, p. 5.)

The concern addressed by the Senate Judiciary Committee—that the typical 30-day notice provision would not afford Section 8 tenants enough time to find

<sup>1</sup> All further statutory references are to the Civil Code unless otherwise specified.

<sup>2</sup> We use the term "rent control ordinance" to refer to an ordinance or charter provision that controls the rental rate for a dwelling or apartment unit. (See, e.g., § 1954.53.) Neither Degrate nor Wasatch contend that the rental unit at issue here, located in the city of San Diego, is governed by such a rent control ordinance.

replacement income and housing, especially given a tight market for low-income rental housing—was not limited to rent-controlled jurisdictions. Likewise, the Assembly Committee on Appropriations understood Senate Bill No. 1098 to be a bill that sought “to address some of the issues affecting low-income renters . . . at a time when the healthy economy is pushing rent levels to new highs . . .” (Assem. Com. on Appropriations, Analysis of Sen. Bill No. 1098 (1999-2000 Reg. Sess.) as amended July 8, 1999, p. 2.) This concern for low-income renters presumably extends not only to those renters in rent-controlled jurisdictions, but statewide, to all those affected by the tight housing market.

Wasatch also supports its contention that section 1954.535 applies only in jurisdictions with rent control ordinances by noting the placement of the statute within a chapter of the Civil Code under the heading “Residential Rent Control.” This court, however, has noted that “[t]itle or chapter headings are unofficial and do not alter the explicit scope, meaning, or intent of a statute.” (*DaFonte v. Up-Right, Inc.* (1992) 2 Cal.4th 593, 602.) Although section 1954.535 was added to the Costa-Hawkins Rental Housing Act (§§ 1954.50-1954.535 (hereinafter, *Costa-Hawkins Act* or *Act*)), the short title of the chapter does not indicate that its contents are limited to rental housing within rent-controlled jurisdictions; to the contrary, the official short title of the chapter is the “Costa-Hawkins Rental Housing Act.” (§ 1954.50, italics added.) Thus, the short title of the Civil Code chapter containing section 1954.535 indicates that the chapter’s contents address rental housing in general, rather than simply residential rent control. The inclusion of the words “rent control” in the unofficial heading, which by its nature does not alter the scope, meaning, or intent of the statute, does not persuade us that the Legislature intended to limit the application of section 1954.535 solely to rent-controlled jurisdictions.

Wasatch argues, in essence, that because “[t]he words of the statute must be construed in context” (*Walnut Creek Manor v. Fair Employment & Housing Com.* (1991) 54 Cal.3d 245, 268), if the Legislature had intended that the provisions of section 1954.535 apply in non-rent-controlled jurisdictions, the statute would have been placed, as other sections of Senate Bill No. 1098 (1999-2000 Reg. Sess.) were, within the appropriate non-rent-control code section. Although the Costa-Hawkins Act was initially enacted to address issues arising in rent-controlled jurisdictions (Legis. Counsel’s Dig., Assem. Bill No. 1164 (1995-1996 Reg. Sess.) 5 Stats. 1995, Summary Dig., p. 114), its terms apply to all property in California. (See, e.g., § 1954.52, subd. (a) [“Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit . . .”].) Moreover, the placement of section 1954.535 within the Costa-Hawkins Act occurred several years after the initial passage of the Act. Section 1954.535 was passed as part of Senate Bill No. 1098 (1999-2000 Reg. Sess.), which contained six parts addressing a hodgepodge of unrelated issues in landlord-tenant law.<sup>3</sup> Absent explicit language limiting section 1954.535 to rent-controlled jurisdictions, its placement within the Costa-Hawkins Act does not persuade us that its application is so limited.

In examining the broader context of hiring rental property as addressed by title 5 of the Civil Code, it does not appear that the Legislature intended to divide the Civil Code neatly into rent-control and non-rent-control sections. The Civil Code chapter preceding the Costa-Hawkins Act contains several sections that apply to local jurisdictions that have enacted rent control ordinances. (See §§ 1947.7, 1947.8, & 1947.15.) It therefore appears that the Legislature did not intend that the Costa-Hawkins Act would contain all statutory provisions related to residential rent control. Likewise, it is not immediately apparent that we should infer the converse—especially absent persuasive evidence of legislative intent to the contrary—that all sections within the Costa-Hawkins Act are necessarily limited to residential rent control issues.

Further, it is unclear that there exists within the Civil Code a more appropriate placement for section 1954.535, whether or not it deals with rent control issues, given that it deals with a *federal* entitlement program. We certainly do not impose a requirement upon the Legislature that it create a new chapter in order to distinguish a statutory provision from its neighbors. In placing section 1954.535 within the Costa-Hawkins Act, the Legislature ensured its proximity to section 1954.53, certain subsections of which also address government-subsidized tenancies, albeit only those tenancies within a rent-controlled jurisdiction. (§ 1954.53, subd. (a)(1)(A), (B).) It thus was logical to place both statutes addressing such government-subsidized tenancies in the same chapter. The placement of section 1954.535 alongside provisions applying exclusively and expressly in rent-controlled jurisdictions is therefore consistent with the proposition that the 90-day notice provision also applies in non-rent-controlled jurisdictions.

Finally, we reject Wasatch’s argument that we should conclude that section 1954.535 only applies in rent-controlled jurisdictions because of the consequences that would flow from the opposite interpretation. Specifically, Wasatch fears that the 90-day notice provision, if applied statewide, would discourage landlords from participating in the Section 8 program. Presumably, though, this concern applies equally in jurisdictions with and without rent control ordinances and therefore does not bear upon the issue of whether section 1954.535 applies outside of rent-controlled jurisdictions.

For the abovementioned reasons, we conclude that the 90-day notice provision of section 1954.535 applies both in jurisdictions with and without rent control ordinances.

#### B. Applicability to Owner Termination of Tenancy Agreement

Having concluded that section 1954.535 applies within jurisdictions that have not enacted rent control ordinances, we now turn to the question whether terminating a Section 8 tenancy agreement triggers the 90-day notice requirement of section 1954.535 when the terminated tenancy agreement is the subject of a related Section 8 HAP contract.

Section 1954.535 states that the 90-day notice provision is applicable “[w]here an owner terminates or fails to renew a contract or recorded agreement with a governmental agency. . . .” The statute clearly applies if the owner directly terminates the HAP contract with the government. However, the statute also applies where the owner knowingly *causes* the termination of the agreement with a government agency, here the HAP contract.

Federal regulations provide that the HAP contract terminates if “the lease is terminated by the owner or the tenant.” (24 C.F.R. § 982.309(b)(2)(i).) The terms of the HAP contract here reflect this: “[t]he HAP contract terminates *automatically* if the lease is terminated by the owner or the tenant.” The converse is also true; “[i]f the HAP contract terminates for any reason, the lease

<sup>3</sup> Senate Bill No. 1098 (1999-2000 Reg. Sess.) section 1 allows tenants to invite others into their homes to participate in a tenant association or to discuss tenant rights. (§ 1942.6.) Senate Bill No. 1098, section 2 amended section 1954.53, a portion of the Costa-Hawkins Act, to reduce the ability of a property owner in a rent-controlled jurisdiction to increase rents by opting out of the Section 8 program. Senate Bill No. 1098, section 3 added section 1954.535. Senate Bill No. 1098, sections 4, 5, and 6 amended the Fair Housing and Employment Act (§ 12900 et seq.) to prevent discrimination on the basis of income. (Stats. 1999, ch. 590, § 2.)



terminates automatically." Ultimately, under both federal regulation and the language of the specific HAP contract at issue, terminating one contract necessarily terminates the other.

The principal question, then, is whether the word "terminate," as used in section 1954.535, encompasses situations in which the owner indirectly terminates the HAP contract by terminating the tenancy agreement. When attempting to ascertain the ordinary, usual meaning of a word, courts appropriately refer to the dictionary definition of that word. (*People v. Leal* (2004) 33 Cal.4th 999, 1009; see, e.g., *Hammond v. Agran* (1999) 76 Cal.App.4th 1181, 1189; *Scott v. Continental Ins. Co.* (1996) 44 Cal.App.4th 24, 28-30.) The Oxford English Dictionary defines "terminate" as meaning, among other things, "[t]o bring to an end, put an end to, cause to cease; to end." (17 Oxford English Dict. (2d ed. 1989) p. 804.) This definition encompasses both directly ending something and indirectly causing it to end.

Nothing in the legislative history suggests an intent to limit the application of section 1954.535 to situations in which the owner directly terminates a HAP contract. The Senate Judiciary Committee Analysis repeatedly refers to the "owner's termination or nonrenewal of a 'Section 8' housing agreement." (Sen. Com. on Judiciary, Analysis of Sen. Bill No. 1098 (1999-2000 Reg. Sess.) as amended Apr. 7, 1999, p. 3.) This language does not specify whether indirect termination of the housing agreement triggers the 90-day notice requirement, or whether only direct termination is within the scope of section 1954.535. Similarly, the Legislative Counsel's Digest, which refers to "termination of a specified rent limitation contract with a governmental agency," does not specify whether indirect, or only direct, termination of a single HAP contract would trigger the 90-day notice provision. (Legis. Counsel's Dig., Sen. Bill No. 1098 (1999-2000 Reg. Sess.))

The court will apply common sense to the language at hand and interpret the statute to make it workable and reasonable. (See, e.g., *Regents of University of California v. Superior Court* (1970) 3 Cal.3d 529, 536-537.) Accordingly, the statute should be interpreted to avoid an absurd result. (*In re Eric J.* (1979) 25 Cal.3d 522, 537; *Halbert's Lumber, Inc. v. Lucky Stores, Inc.*, *supra*, 6 Cal.App.4th at p. 1238.)

Under Wasatch's proposed application of the statute, the owner of a Section 8 housing unit would be allowed, in effect, to choose between giving a 90-day or 30-day notice to a Section 8 tenant whose tenancy agreement was being terminated without cause,<sup>4</sup> merely based upon which contract was terminated first. As noted earlier, when an owner terminates a tenancy agreement, the HAP contract is terminated as effectively as if the owner had directly terminated it. Not only is this true under the terms of the HAP contract at issue in this case, it also is clearly required by the federal regulations governing Section 8 housing, under which the termination of the tenancy agreement automatically terminates the HAP contract. (24 C.F.R. § 982.309(b)(2)(i); see also Friedman, et al., Cal. Practice Guide: Landlord-Tenant (The Rutter Group 2004) ¶ 12:50

["The HAP contract term is the same as the lease term. Both the HAP contract and housing assistance payments terminate when . . . the lease is terminated by the landlord or tenant. . . ."])

Federal regulations create further interrelation and entanglement between the HAP contract and the tenancy agreement by dictating that many of the crucial terms of the tenancy agreement be included verbatim in the HAP contract. For example, federal regulations require that the HAP contract include a tenancy addendum containing certain lease provisions, including provisions that address such important topics as the minimum initial lease term. (24 C.F.R. § 982.308(f), 982.309(a).) Moreover, the addendum must then be added "word-for-word" to the tenancy agreement signed by the Section 8 tenant. (24 C.F.R. § 982.308(f)(2) ["All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the owner for unassisted tenants."].) Federal regulations also provide that the "tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the tenancy addendum shall prevail over any other provisions of the lease." (*Ibid.*) Given the extensive interrelation of the two contracts, it would make little sense to allow the owner of a Section 8 unit to attach a different notice requirement to the termination of each contract, and thereby choose which notice period applies. Nor would it be reasonable for two different notice periods to apply depending upon whether an owner happened to deliver the tenancy termination notice or the HAP termination notice first.

In sum, common sense weighs against interpreting section 1954.535 to distinguish between terminating the HAP contract and terminating the tenancy agreement. It would be absurd to apply differing notice requirements depending upon which of these two inextricably intertwined contracts the owner chose to terminate first.

### III. DISPOSITION

For the foregoing reasons, the judgment of the Court of Appeal is affirmed.

MORENO, J.

We concur:

GEORGE, C. J.  
KENNARD, J.  
BAXTER, J.  
WERDEGAR, J.  
CHIN, J.  
BROWN, J.

Court: Superior

County: San Diego

Judge: Michael S. Goodman, Commissioner

Attorneys for Appellant:

Legal Aid Society of San Diego and Bernadette E. Probus for Defendant and Appellant.

<sup>4</sup> Wasatch and supporting amici curiae argue that section 1954.535 should not apply if the landlord has good cause to terminate the tenancy because the tenant had breached the terms of the rental agreement. In such circumstances, they contend, the tenant is entitled to only 3 days' notice of the termination of the tenancy agreement under Code of Civil Procedure section 1161, subdivisions 2 and 3. This issue is not raised by the circumstances of the present case, because the parties agree that Wasatch terminated Degrate's tenancy without cause. Accordingly, despite the fact that Degrate conceded that section 1954.535 does not apply to terminations of rental agreements for good cause, we need not—and do not—address whether the 90-day notice provision applies where the tenancy is terminated for good cause.

National Housing Law Project, Catherine Bishop; Legal Services of Northern California, R. Mona Tawatao, Erin Farley; Neighborhood Legal Services of Los Angeles County, David Pallack; Legal Aid Foundation of Los Angeles, Susanne Browne; California Rural Legal Assistance and Ilene J. Jacobs for Southern California Association of Non-Profit Housing, California Coalition for Rural Housing, Housing Rights, Inc., Fair Housing Foundation, Coalition for Economic Survival, Greater Long Beach Interfaith Community Organization, Long Beach

Community Action Network, Long Beach Area Coalition for the Homeless, City of West Hollywood, Santa Monica Rent Control Board and Annette Osborne as Amici Curiae on behalf of Defendant and Appellant.

Brian Kelly and Donald A. Tine for City of Berkeley and City of Berkeley Rent Stabilization Board as Amici Curiae on behalf of Defendant and Appellant.

Attorneys for Respondent:

Kimball, Tirey & St. John, Patricia Helen Tirey and Gary Douglas Urie for Plaintiff and Respondent.

Heidi P. Poppe for California Apartment Association as Amicus Curiae on behalf of Plaintiff and Respondent.

Houk & Hicks, Lloyd L. Hicks; Thomas E. Campagne & Associates and Sarah A. Wolfe for Norcal Executive Directors Association as Amicus Curiae on behalf of Plaintiff and Respondent.

Christensen Schwerdtfeger & Spath and Sean D. Schwerdtfeger for San Diego Housing Commission as Amicus Curiae on behalf of Plaintiff and Respondent.

Peter Mezza for Housing Authority Executive Directors Association Southern California Chapter as Amicus Curiae.

## INTELLECTUAL PROPERTY

*Drug maker did not infringe patents by supplying drugs for use in pre-clinical research.*

Cite as 2005 DJDAR 6861

### Syllabus

#### SUPREME COURT OF THE UNITED STATES

MERCK KGAA

v.

INTEGRA LIFESCIENCES I, LTD., ETAL.

Certiorari to the United States Court of Appeals for the Federal Circuit

No. 03-1237.

Argued April 20, 2005—Decided June 13, 2005

It is not “an act of [patent] infringement to ... use ... or import into the United States a patented invention ... solely for uses reasonably related to the development and submission of information under a Federal law which regulates the ... use ... of drugs.” 35 U.S.C. §271(e)(1). The Federal Food, Drug, and Cosmetic Act of 1938 (FDCA) is such a law. Under the FDCA, a drug maker must submit research data to the Food and Drug Administration (FDA) in an investigational new drug application (IND) when seeking authorization to conduct human clinical trials, and in a new drug application (NDA) when seeking authorization to market a new drug. Respondents filed a patent-infringement suit, claiming, *inter alia*, that petitioner had willfully infringed their patents by supplying respondents’ RGD peptides to other defendants for use in preclinical research. Petitioner answered, among other things, that §271(e)(1) exempted its actions from infringement. The jury found otherwise and awarded damages. In post-trial motions, the District Court affirmed the jury’s award and denied petitioner’s motion for judgment as a matter of law. The Federal Circuit affirmed that denial, finding that §271(e)(1)’s safe harbor did not apply. It reversed the District Court’s refusal to modify the damages award and remanded for further proceedings.

*Held:* The use of patented compounds in preclinical studies is protected under §271(e)(1) at least as long as there is a reasonable basis to believe that the compound tested could be the subject of an FDA submission and the experiments will produce the types of information relevant to an IND or NDA. The statutory text makes clear that §271(e)(1) provides a wide berth for the use of patented drugs in activities related to the federal regulatory process, including uses reasonably related to the development and submission of any information under the FDCA. *Eli Lilly & Co. v. Medtronic, Inc.*, 496 U.S. 661, 665–669. This necessarily includes preclinical studies, both those pertaining to a drug’s safety in humans and those related to, *e.g.*, a drug’s efficacy and mechanism of action. Additionally, §271(e)(1) exempts from infringement the use of patented compounds in preclinical research, even when the patented compounds do not themselves become the subject of an FDA submission. The “reasonable relation” requirement cannot be read effectively to limit §271(e)(1)’s stated protection of activities leading to FDA approval for all drugs to those activities leading to FDA approval for generic drugs. Similarly, the use of a patented compound in experiments not themselves included in a “submission of

**Housing Authority - County of Los Angeles**

**FOR YOUR INFORMATION ONLY**

July 27, 2005

TO: HOUSING COMMISSIONERS

FROM: BOBBETTE A. GLOVER  
Assistant Executive Director



**SUBJECT: PAINT PROCUREMENT**

The Housing Authority has developed paint specifications which meet certain criteria needed to paint the interiors of all housing units. Units are painted during vacant unit preparation and cycle painting. These criteria, or paint which is "performance-based", include:

**Paint:** Interior - Acrylic Semi-Gloss Water- Based.

**Paint Condition:** Paint must be thoroughly mixed, does not settle, cake, thicken or run.

**Smell:** Paint must be odorless.

**Color:** Paint must match swatches provided in color samples.

**Single Coat Application:** Paint must cover all surfaces in a single coat by brush, roller and spray gun.

**Drying Time:** Paint must be air-dried to touch within 30 minutes.

**Clean Up:** Paint must thoroughly clean up with water.

Once paint meets these criteria, the lowest bid is selected.

In the most recent outreach, five paint suppliers submitted bids, including required paint samples. Only one supplier met all criteria. The chief difference between the one which met all criteria (Pervo) and the other four is that Pervo paint covers in one coat; the other four do not.

The Housing Authority has high standards for paint. Labor saving cost is realized because staff and vendors do not have to apply multiple coats of paint onto surfaces that could be heavily stained, greasy from oil used in cooking; contaminated by many years of smoke (nicotine), etc. Some residents have breathing problems and therefore the paint cannot have an odor. The paint needs to dry fast so that residents can immediately move back into their units and vacant units can be turned around quickly for new tenants.

The following are the comments made by the evaluators for the non-Pervo paint samples:

- "Did not cover adequately"
- "It would not cover dirt and markings"
- "Paint did not cover in one coat"
- "Too light"
- "Covers doors in two coats"
- "Runny not enough body to cover 100%"
- "Not good for one coat"
- "Paint will cover a normal surface condition in one coat but it would not cover heavy soiled, oily or stained surface".

The following is the cost analysis to paint a one-bedroom unit by each bidder:

**Cost Analysis to Paint One-Bedroom Unit**

<b>VENDORS</b>	<b>Smith Paint &amp; Supply</b>	<b>Vista</b>	<b>Scotch Paint</b>	<b>ICI Delux</b>	<b>Pervo</b>
Cost of 5 gallons of paint	\$ 43.40	\$ 47.24	\$ 60.00	\$ 70.00	\$ 74.06
Number of coats needed @ 5 gal. per coat	2	2	2	2	1
Cost of paint for one-bedroom-unit	\$ 86.80	\$ 94.48	\$120.00	\$ 140.00	\$ 74.06
Cost of labor for one-bedroom unit (\$350.00 per coat).	\$700.00	\$700.00	\$700.00	\$ 700.00	\$350.00
Total cost to paint one-bedroom-unit.	\$786.80	\$794.48	\$820.00	\$ 840.00	\$ 424.06

**SUMMARY ON REQUIREMENTS AND RESPONSE FOR ACCESSIBLE UNITS FOR THE  
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES  
July 14, 2005**

Presented by Geoffrey Siebens

**FOR YOUR INFORMATION ONLY**

**A. General ADA and Fair Housing Laws and Regulations**

Applicable regulations

1. Federal
  - a. "ADA": (Americans With Disabilities Act of 1990) July 26, 1990
    - i Title II (access to programs)
    - ii Title III (accommodations)
      - (1) II & III require reasonable modifications that are readily achievable
      - (2) ADAAG: not a building code
      - (3) January 26, 1992 compliance for new construction and substantially rehabilitated units
        - (a) Only 3 developments (57 units total) have been built by HA since this date (Athens III sites, Budlong Crest, and Sundance Vista)
  - b. HUD
    - i Requirements (Section 504 of the Rehabilitation Act of 1973)
2. State of California
  - a. State building code
    - i Title 24
    - ii California accessibility guidelines preceded ADAAG
    - iii Some discrepancy with Federal
    - iv Attempted to reconcile 1993 / Enforcement April 1, 1994
    - v Interpretation of requirements / case by case / evolving
  - b. County building code
    - i Rehabilitation triggers compliance with current standard
    - ii Financial threshold annually indexed
    - iii Plan check negotiations
    - iv Agency-wide compliance

**B. What are the Requirements that the HA has to comply with relating to ADA?**

1. The HA shall not engage in discrimination on the basis of a person's actual or perceived disability. Acts of discrimination include the following circumstances:
  - a. Denying a family the opportunity to apply for housing
  - b. Providing housing that is different from that provided to others
  - c. Subjecting a person to segregation or disparate treatment



- d. Restricting a person's access to any benefit enjoyed by others in connection to the housing program
  - e. Treating a person differently in determining eligibility for admissions
  - f. Denying a person access to the same level of services
- 2. The HA shall Comply with applicable regulations and HUD Directives
    - a. Reasonable modification, equivalent facilitation (Title II and III)
  - 3. The HA shall assure that staff is adequately trained re ADA requirements (Agency Training of key personnel to take place on July 18, 2005)

#### Steps taken by HA to comply with ADA Requirements

The HA's commitment to and compliance with these requirements are set forth in PHA Goal # 6 of the Annual Agency Plan submitted to HUD as well as the ACOP, which is incorporated as part of the Annual Plan. PHA Goal # 6 generally provides as follows:

#### **6. PHA Goal: Ensure equal opportunity and affirmatively further fair housing**

##### Objectives:

**Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:**

The Housing Authority continues to aggressively market housing programs to those communities with disproportionate housing needs. The public housing brochures for both families and senior/disabled individuals have been updated.

**Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability:**

The Housing Authority will continue to provide housing that is decent, safe, and sanitary and administer its programs in compliance with applicable Civil Rights and Fair Housing laws.

**Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:**

The Housing Authority will continue to undertake affirmative measures to ensure access to housing to persons of all varieties of disabilities.

In Fiscal Year 2004, the Board of Commissioners and HUD approved the comprehensive ADA policy created in 2003. Additionally, there were 39 ADA requests received by the Housing Authority and approved for FY 2003-2004.

#### **C. HMD unit assignment procedures (per HMD Assistant Director)**

1. Applicants disclose their disability on the HA application. In addition, applicants may also request a unit with special features to accommodate their disability. In turn, the HA requests certification from a medical professional familiar with the applicant's disability to verify that the applicant meets the HUD definition of "disabled".
2. Per the ACOP, the HA has adopted a preference for Senior/disabled housing developments, disabled families (meaning the HOH, spouse or sole member).
3. All other factors must still be adhered to, such as bedroom size suitability
4. Many needs can be reasonably accommodated without assignment to an "accessible unit"
  - a. Examples
    - i Strobe light on smoke detector
    - ii Reverse door swing for sufficient clearance
    - iii Choose more appropriate unit type on same site ("flat" – no stairs)
5. Assignment of units. When an accessible unit becomes vacant, the HA will offer such units first to current residents with a disability that requires the features of that specific vacant unit. Should the resident decline the unit, the HA will then offer the vacancy to an eligible qualified disabled applicant on the waiting list who requires the features of that unit. Should the disabled applicant decline the unit, the HA will offer the accessible unit to a non-disabled family with the requirement that the non-disabled family sign a certified statement agreeing to transfer within 30 days to the first available vacant unit should the modified unit be required for an eligible disabled family.
6. Continued annual review of suitability / eligibility because disability may be progressive, necessitating a move into a more suitable unit. Applicants and residents who become disabled are to report this change in their status to the HA. The HA will verify their status as a disabled person and upon receipt of such verification, will make the appropriate changes to the determination of Total Tenant Payment (TTP) and inquire if the family will need an accessible unit.

D. Quantity and Status of Accessible Units

1. Housing Totals (conventional and non-conventional: 3,636
2. Accessible units: 184 (5.06% of total)
3. Area Managers, Property Supervisors, Maintenance Supervisors maintain data on the specific units that contain disabled access features
4. Self Assessment Obligation and Response
  - a. Section 504 Survey and Site Evaluations
    - i Senior units inspected November 2004 – June 2005
    - ii Family units inspections to be completed in 2006

E. Compliance Measures Adopted by the HA

1. Direction from Housing Management Director
  - a. June 16, 2005 Direction to Maintenance Staff
    - i. Readily achievable actions (Repairs and or Improvements identified in the Section 504 Survey and Site Evaluation to be completed on or before September 16, 2005 or as soon as feasible.
    - ii. Structural or mechanical changes
    - iii. Path of travel
  - b. Joint Monthly Modernization project status meetings (HMD, CMD and Risk Mgmt.)
  - c. Creation of Agency ADA Task Force Committee
2. Impact on Capital Fund Program improvements budget
  - a. Annual Capital Fund Program Grant Application
  - b. Capital Fund Program 5-year plan



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

July 27, 2005

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Dear Commissioners:

**AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT FOR SITE AND DWELLING  
STRUCTURE IMPROVEMENTS AT THE WEST 107<sup>TH</sup> STREET FAMILY HOUSING  
DEVELOPMENT (2)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners find that Amendment No. 1 to the Construction Contract between the Housing Authority and M.L. Construction for site and dwelling structure improvements at the West 107<sup>th</sup> Street family housing development, located at 1320 West 107<sup>th</sup> Street, in unincorporated Los Angeles County, is exempt from the California Environmental Quality Act (CEQA), as described herein, because the additional work involved includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute Amendment No. 1 to the Construction Contract between the Housing Authority and M.L. Construction, and all related documents, to increase the compensation amount by \$150,000, from \$650,283 to \$800,283, to provide additional scope of work due to the discovery of mold during construction.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$150,000 in Capital Fund Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), and to incorporate the funds into the Housing Authority's approved Fiscal Year 2005-2006 budget, for the purpose described herein.



4. Recommend that the Board of Commissioners authorize the Executive Director to approve an increase in contingency funds of up to \$30,000 for unforeseen project costs, from \$130,056 to \$160,056 using Capital Fund Program funds; and authorize the Executive Director to incorporate the funds into the Housing Authority's approved Fiscal Year 2005-2006 budget, as needed.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to amend the Construction Contract with M.L. Construction to provide additional scope of work due to the discovery of mold during the site and dwelling structure improvements of the West 107<sup>th</sup> Street family housing development.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The Housing Authority will fund the additional work with \$150,000 in Capital Fund Program funds allocated by HUD, to be incorporated into the Housing Authority's approved Fiscal Year 2005-2006 budget. This will increase the contract amount from \$650,283 to \$800,283.

A 20 percent contingency, in the amount of \$30,000, is also being set aside for unforeseen costs related to the additional work, using Capital Fund Program funds to be incorporated into the Housing Authority's approved Fiscal Year 2005-2006 budget, as needed. This will increase the total contingency amount from \$130,056 to \$160,056.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The West 107<sup>th</sup> Street family housing development consists of a total of 18 units, comprised of seven four-bedroom, nine three-bedroom, and two two-bedroom public housing units. On January 11, 2005, the Board approved the award of a Construction Contract to M.L. Construction to complete the following improvements in all units: abate asbestos-containing acoustical ceilings and vinyl composition tile flooring; replace sub flooring on the second floor; remodel all kitchens and bathrooms, including replacement of cabinetry and plumbing fixtures; paint the exterior of the buildings; and landscape the site.

Amendment No. 1 to the Construction Contract will provide additional funding for needed mitigation of interior and exterior mold present in 16 of the units including: the removal and replacement of drywall and stucco; roof repairs; and drainage improvements to the courtyard area. This additional work was not included in the original scope of work.

**ENVIRONMENTAL DOCUMENTATION:**

The additional work is excluded from the provisions of NEPA pursuant to 24 Code of Federal Regulations Part 58 (a)(3)(ii) because it involves activities that will not alter existing environmental conditions. The work is exempt from CEQA, pursuant to State CEQA Guidelines 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

**IMPACT ON CURRENT PROJECT:**

Amendment No.1 to the Construction Contract will provide for needed mold mitigation and enable M.L. Construction to meet the development and construction schedule for the ongoing project.

Respectfully submitted,

  
CARLOS JACKSON  
Executive Director

CJ:ajm:107<sup>th</sup> street first amend

Attachment: 1



**HOUSING AUTHORITY  
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

Carlos Jackson  
Executive Director

Gloria Molina  
Yvonne Brathwaite Burke  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich  
Commissioners

**AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT**

This Amendment No. 1 to the Construction Contract entered into on January 11<sup>th</sup>, 2005 by and between the Housing Authority of the County of Los Angeles, hereinafter called "Housing Authority", and M.L. Construction, hereinafter called "Contractor" to provide to site and dwelling structure improvements in the amount of \$650,283 for the 107<sup>th</sup> Housing Development, located at 1320 West 107<sup>th</sup> Street, Los Angeles, CA, is amended as follows:

**A. ADDITIONAL SERVICES**

The Contractor shall provide additional scope of work relating to: the removal and replacement of new wood framing, drywall and stucco; roof repairs; and grading and drainage improvements to the courtyard area, due to the presence and extent of microbes (mold), and the source of the mold in 16 units. This is additional work, was unforeseen and therefore, the costs were not included in the original project scope.

**B. COMPENSATION**

The Contractor shall be paid as full compensation for the above additional services, the maximum not-to-exceed price of \$150,000. The new Contract amount, including this Amendment is \$800,283.

**C. All other terms and provisions of the Construction Contract shall apply and remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Construction Contract to be signed by their duly authorized officers.

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

M.L. CONSTRUCTION

By \_\_\_\_\_  
CARLOS JACKSON  
Executive Director

By Michael Leshinsky  
MICHAEL LESHINSKY  
Owner

Date: \_\_\_\_\_

Date: 07-14-05

Approved as to form:  
RAYMOND G. FORNTER, JR.  
County Counsel

Approved as to program:

By Paul T. Hanson  
Deputy

By Maria Badrakh  
MARIA BADRAKHAN  
Contracting Officer

Date: 7/15/05

Date: 7/14/05



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

July 27, 2005

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Dear Commissioners:

**APPROVE MEMORANDA OF UNDERSTANDING WITH THE CITIES OF  
BELLFLOWER AND PARAMOUNT FOR INVESTIGATIVE SERVICES (4)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute the attached one-year Memoranda of Understanding (MOUs) with the cities of Bellflower and Paramount, presented in substantially final form, under which the Housing Authority will receive \$25,000 from each city to provide Section 8 Housing Choice Voucher Program (Section 8 Program) investigative services within Bellflower and Paramount, to be effective following approval as to form by County Counsel and execution by all parties.
2. Recommend that the Board of Commissions authorize the Executive Director to accept and incorporate into the Housing Authority's approved Fiscal Year 2005-2006 budget \$25,000 from the City of Bellflower and \$25,000 from the City of Paramount; and to take related actions to fund one half-time investigator to perform an aggregate of 1,040 hours of Section 8 Program investigative services, comprised of 520 hours within each city, over a 12-month period.
3. Recommend that the Board of Commissioners authorize the Executive Director to take any and all actions necessary to implement the services described herein; and to execute any necessary amendments to extend the term of the MOUs and increase the amount of compensation received from both cities, to be effective following approval as to form by County Counsel and execution by all parties.





**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to provide for one half-time investigator to ensure compliance with Section 8 Program regulations within the cities of Bellflower and Paramount.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The cities of Bellflower and Paramount have each agreed to contribute \$25,000 towards the cost of one half-time Section 8 Program investigator. The total amount of \$50,000, to be incorporated into the Housing Authority's approved Fiscal Year 2005-2006 budget, will fully fund the salary for one half-time investigator and the associated administrative costs.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Since 1994, the Housing Authority and the cities of Bellflower and Paramount have entered into annual Cooperation Agreements, whereby the Housing Authority has administered the Section 8 Program within city limits. The Housing Authority currently performs investigative services to ensure compliance with Section 8 Program regulations. The proposed MOUs will provide for additional investigative services in both cities.

Under the terms of the MOUs, the Housing Authority will recruit and retain the services of one qualified investigator to: conduct investigations of suspected fraud and other criminal activity; gather information through interviewing witnesses and reviewing files, public records and other documents; prepare written reports and maintain activity logs; prepare cases for criminal and administrative filings; testify at criminal and administrative hearings; participate in any crime prevention task forces; conduct fraud awareness training for both city and County law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the cities; address pertinent quality of life issues and program regulation enforcement; and perform other related duties.

The investigator, who will be employed and supervised by the Housing Authority, will provide a maximum aggregate of 1,040 hours of investigative services during the term of the MOUs. The investigator's time will be evenly split between the two cities.

The MOUs have been reviewed by County Counsel.

The cities of Bellflower and Paramount, in their Fiscal Year 2005-2006 budgets, have each approved the necessary funding for a half-time investigator.

**ENVIRONMENTAL DOCUMENTATION:**

Approval of the MOUs to provide Section 8 Program investigative services is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT SERVICES:**

The cities of Bellflower and Paramount will jointly fund a half-time investigator to enforce Housing Authority program rules within their respective city limits.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

CJ:ajm:paramount\_Bell\_MOU

Attachments: 2

**Memorandum of Understanding By and Between the  
Housing Authority of the County of Los Angeles and  
the City of Bellflower**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Housing Authority of the County of Los Angeles (the "Housing Authority") and the City of Bellflower (the "City").

Whereas, on October 18, 1994, and continuing, the Housing Authority and the City have entered into annual Cooperation Agreements whereby the Housing Authority has administered the Section 8 Housing Choice Voucher Program (the Program) within the City, pursuant to the requirements of Title II of the Housing and Community Development Act of 1974, as amended, and Section 34200 et seq. of the California Health and Safety Code;

Whereas, the Housing Authority operates the Program within the City using funds allocated by the U.S. Department of Housing and Urban Development (HUD), and is responsible for monitoring the compliance of Program participants with regulations established by HUD and the Housing Authority;

Whereas, the Housing Authority on an ongoing basis performs investigative services to ensure that participants comply with said regulations, and that participants are not involved in criminal or other activity that may negatively impact the Program;

Whereas, the Housing Authority and the City wish to enter into this MOU in order to provide additional investigative services within the City, as described herein, and the City has agreed to provide additional funding for this purpose, which will result in the equivalent of 520 hours of investigative services in the City during a 12-month period, under this MOU; and

Whereas, the City Council of the City of Bellflower on \_\_\_\_\_ 2005, and the Board of Commissioners of the Housing Authority on \_\_\_\_\_ 2005, approved the additional investigative services and related funding.

**NOW, THEREFORE, it is agreed between the parties hereto as follows:**

**1. Investigative Activities**

This MOU shall provide for additional investigative services beyond any described in the Cooperation Agreement between the City and the Housing Authority to address criminal activity and other violations related to the Program administered by the Housing Authority within the City.

## 2. Term

This MOU shall commence as of the day and year first above written and shall remain in full force and effective for a period of twelve (12) months, unless sooner terminated as provided herein. The MOU may be renewed by written amendment duly executed by the parties.

## 3. Termination

This MOU may be terminated with thirty (30) days' written notice by either party.

## 4. City Responsibilities

The City shall provide to the Housing Authority a total of \$25,000, to be used in conjunction with \$25,000 allocated by the City of Paramount, and designated to provide for a maximum of 520 hours of investigative services in the City during the term of this MOU.

The City shall make available to the Housing Authority the assistance of its City administrators and staff, as necessary to address Program-related violations and criminal activity and to carry out corrective measures.

## 5. Housing Authority Responsibilities

The Housing Authority shall recruit and retain the services of a qualified investigator to perform the following: conduct investigations of suspected fraud and other criminal activity; gather information through interviewing witnesses and reviewing files, public records, and other documents; prepare written reports and maintain statistical activity logs; prepare cases for criminal and administrative filings; testify at criminal and administrative hearings; participate in any applicable Crime Prevention Task Force and work with Special Assignment Officers of the County Sheriff's Department; conduct fraud awareness training for law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the City; address pertinent quality of life issues and program regulation enforcement; and perform other related duties. The investigator shall be an employee of the Housing Authority and shall be under the supervision of the Housing Authority.

The Housing Authority shall administer the funds provided by the City to conduct the services described above. In the event of termination of the MOU, as provided herein, the Housing Authority shall be entitled to retain and disburse the City's prorated share of compensation due for satisfactory investigative services performed, and the remainder of any unexpended funds received from the City shall be returned to the City.

## 6. Notices

Notices provided for in this MOU shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Carlos Jackson, Executive Director  
The Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

The City: Michael J. Egan, City Administrator  
City of Bellflower  
16600 Civic Center Drive  
Bellflower, CA 90706

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Housing Authority and the City may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

7. Entire Document

This MOU constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto, by their respective officers duly authorized as follows:

**HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
CARLOS JACKSON  
Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

**CITY OF BELLFLOWER**

By \_\_\_\_\_  
MICHAEL J. EGAN  
City Administrator

APPROVED AS TO FORM:

Office of the City Attorney

By \_\_\_\_\_  
City Attorney

**Memorandum of Understanding By and Between the  
Housing Authority of the County of Los Angeles and  
the City of Paramount**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Housing Authority of the County of Los Angeles (the "Housing Authority") and the City of Paramount (the "City").

Whereas, on October 18, 1994, and continuing, the Housing Authority and the City have entered into annual Cooperation Agreements whereby the Housing Authority has administered the Section 8 Housing Choice Voucher Program (the Program) within the City, pursuant to the requirements of Title II of the Housing and Community Development Act of 1974, as amended, and Section 34200 et seq. of the California Health and Safety Code);

Whereas, the Housing Authority operates the Program within the City using funds allocated by the U.S. Department of Housing and Urban Development (HUD), and is responsible for monitoring the compliance of Program participants with regulations established by HUD and the Housing Authority;

Whereas, the Housing Authority on an ongoing basis performs investigative services to ensure that participants comply with said regulations, and that participants are not involved in criminal or other activity that may negatively impact the Program;

Whereas, the Housing Authority and the City wish to enter into this MOU in order to provide additional investigative services within the City, as described herein, and the City has agreed to provide additional funding for this purpose, which will result in the equivalent of 520 hours of investigative services in the City during a 12-month period, under this MOU; and

Whereas, the City Council of the City of Paramount on \_\_\_\_\_ 2005, and the Board of Commissioners of the Housing Authority on \_\_\_\_\_ 2005, approved the additional investigative services and related funding.

**NOW, THEREFORE, it is agreed between the parties hereto as follows:**

**1. Investigative Activities**

This MOU shall provide for additional investigative services beyond any described in the Cooperation Agreement between the City and the Housing Authority to address criminal activity and other violations related to the Program administered by the Housing Authority within the City.

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The City shall provide to the Housing Authority a total of \$25,000, to be used in conjunction with \$25,000 allocated by the City of Bellflower, and designated to provide for a maximum of 520 hours of investigative services in the City during the term of this MOU.

The City shall make available to the Housing Authority the assistance of its City administrators and staff, as necessary to address Program-related violations and criminal activity and to carry out corrective measures.

## 5. Housing Authority Responsibilities

The Housing Authority shall recruit and retain the services of a qualified investigator to perform the following: conduct investigations of suspected fraud and other criminal activity; gather information through interviewing witnesses and reviewing files, public records and other documents; prepare written reports and maintain statistical activity logs; prepare cases for criminal and administrative filings; testify at criminal and administrative hearings; participate in any applicable Crime Prevention Task Force and work with Special Assignment Officers of the County Sheriff's Department; conduct fraud awareness training for law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the City; address pertinent quality of life issues and program regulation enforcement; and perform other related duties. The investigator shall be an employee of the Housing Authority and shall be under the supervision of the Housing Authority.

The Housing Authority shall administer the funds provided by the City to conduct the services described above. In the event of termination of the MOU, as provided herein, the Housing Authority shall be entitled to retain and disburse the City's prorated share of compensation due for satisfactory investigative services performed, and the remainder of any unexpended funds received from the City shall be returned to the City.

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Notices provided for in this MOU shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority:

Carlos Jackson, Executive Director  
The Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

The City:

Patrick H. West, Jr., City Manager  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Housing Authority and the City may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**7. Entire Document**

This MOU constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto, by their respective officers duly authorized as follows:

**HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
CARLOS JACKSON  
Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

**CITY OF PARAMOUNT**

By \_\_\_\_\_  
PATRICK H. WEST, JR.  
City Manager

APPROVED AS TO FORM:

Office of the City Attorney

By \_\_\_\_\_  
City Attorney



**REVISED**

**Housing Commission  
2005 Meeting Schedule  
12:00 noon**

<u>Date</u>	<u>Site</u>	<u>Address/ Telephone #</u>	<u>District</u>	<u>Description</u>
January 26	Athens Westmont Business Center (Community Center)	11601 S. Western Ave. Los Angeles, CA 90047 (323) 242-6895	2	N/A
February 23	CDC/Headquarters	2 Coral Circle Monterey Park, CA 91755 (323) 890-7001	N/A	N/A
March 23	Palm Apartments	959 Palm Ave West Hollywood, CA 90069 (323) 653-3090	3	127 Units of Senior Housing
April 27	Whittier Manor (REVISED)	11527 Slauson Avenue Whittier, CA 90606 (323) 260-2188	1	49 Units of Senior Housing
May 25	CDC/Housing Authority	12131 Telegraph Rd. Santa Fe Springs, CA 90670 (526) 347-4663 ext.# 8196	N/A	N/A
June 22	CDC/ Headquarters (REVISED)	2 Coral Circle Monterey Park, CA 91755 (323) 890-7001	N/A	N/A
July 27	Lomita Manor (REVISED)	24925 Walnut Street Lomita, CA 90717 (310) 534-6843	4	78 Units of Senior Housing
August 24	Francisquito Villa (REVISED)	14622 Francisquito Ave. La Puente, CA 91746 (626) 960-7202	1	89 Units of Senior Housing
September 28	CDC/Housing Authority	12131 Telegraph Rd. Santa Fe Springs, CA 90670 (526) 347-4663 ext.# 8196	N/A	N/A
October 26	Orchard Arms (REVISED)	23410-23540 Wiley Canyon Rd. Valencia, CA 91355 (661) 255-5818	5	183 Units of Senior Housing
November 16	CDC/Headquarters	2 Coral Circle Monterey Park, CA 91755 (323) 890-7001	N/A	N/A
December 28	West Knoll Apartments	838 West Knoll Drive West Hollywood, CA 90069 (323) 553-3090	3	136 Units of Senior Housing

6/23/05